



**Health Services**  
LOS ANGELES COUNTY

December 8, 2009

**Los Angeles County  
Board of Supervisors**

**Gloria Molina**  
First District

**Mark Ridley-Thomas**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF FIVE AMENDMENTS TO EXTEND THE MASTER  
AGREEMENT FOR TELERADIOLOGY AND RADIOLOGY SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**John F. Schunhoff, Ph.D.**  
Interim Director

**Robert G. Splawn, M.D.**  
Interim Chief Medical Officer

**SUBJECT**

Request approval to extend the contract terms for five Agreements under the Master Agreement and increase the payment rates for on-site mammography services for five teleradiology and radiology service agreements.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 1 to Master Agreements H-703703 with NexxRad Teleradiology Partners (NexxRad), H-703690 with Fortino Castaneda, M.D. Inc. (Fortino), H-703691 with U.S. Radiology On-Call (USROC), H-703692 with Staff Care, Inc. (Staff Care) and H-704012 with Echo Tech Imaging, Inc. (a) to extend the contract term of each agreement to include the period January 1, 2010 through June 30, 2010, (b) to increase the compensation rates for on-site screening mammography studies from \$15 per study to \$35 per study, effective for services performed January 1, 2010 through June 30, 2010, (c) make other minor modifications and (d) increase the aggregate Master Agreement by \$1,703,244, for the six month extension period.
2. Delegate authority to the Interim Director, or his designee, to sign Amendments to the Master Agreements that authorize increases to the contract maximum obligation of no more than 15 percent for the initial term of the agreement and of no more than 15 percent for the period January 1, 2010 through June 30, 2010. The Interim

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Los Angeles, CA 90012

Tel: 213-240-8101  
Fax: 213-481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health  
through leadership,  
service and education*

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Director shall obtain the approval of the Chief Executive Office and County Counsel prior to executing such Amendments.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION**

Approval of the first recommendation will allow the Interim Director of Health Services (DHS), or his designee to execute an Amendment to each of the five Master Agreements, substantially similar to Exhibit I, to extend the term for six months through June 30, 2010, and provides funding for such extension period. The Master Agreement provides as-needed contract radiology and teleradiology services to Harbor-UCLA Medical Center (H-UCLA), High Desert Health System (HDHS), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC), Rancho Los Amigos National Rehabilitation Center (RLANRC), Olive View-UCLA Medical Center (OV-UCLA) and LAC+USC Medical Center (LAC+USC). The current Master Agreements expire December 31, 2009.

On September 3, 2008, DHS released an open competitive Request for Statement of Qualifications (RFSQ) for radiology and teleradiology services. The solicitation process process resulted in a total of five Contractors being approved for Agreements for the provision of teleradiology and radiology services. The term of the Master Agreement with these providers was for up to one year to allow DHS to assess the Department's staffing needs for radiology and teleradiology services and conduct a solicitation under established Proposition A guidelines. The solicitation has been delayed due to the need to complete a comprehensive staffing assessment for imaging services for each facility. The extension of the Master Agreement will allow the additional time necessary to develop, release and complete the solicitation process.

Approval of the second recommendation will enable the Interim Director to increase the contract maximum obligation by up to 15 percent during the remainder of the initial term and by up to 15 percent during the six month extension for possible increases in service needs due to increased patient visits. Currently, the Department's projected expenditures for the remainder of the initial contract term ending December 31, 2009 is 28% below the current contract maximum obligation. The Current Master Agreement provides for this increase to the contract maximum obligation but the Delegated Authority was inadvertently omitted from the initial Board Letter Approved on December 2, 2008. Although the Department does not need to increase the current contract maximum obligation, this Delegated Authority is recommended to provide the Department maximum flexibility to meet unanticipated increases in patient visits.

In addition, the amendment also increases the payment rate for screening mammography, extends the time to provide reports on "stat" interpretations and includes new, Board required language on compliance with the County's Defaulted Property Tax Reduction Program. At LAC+USC' request it deletes that facility as a

service site. The increase in the payment rates for on-site mammography studies is recommended to bring the County compensation rates more in line with the current market compensation rates for these services.

### **Implementation of Strategic Plan Goals**

The recommended action supports Goal 1, Service Excellence and Goal 4, Health and Mental Health of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

Under the Master Agreements, the contractors are compensated on a fee per study basis and the total maximum obligation for all contractors in the aggregate for the period January 1, 2009 through December 31, 2009 is \$2,731,635. The increase in the aggregate maximum obligation for the Master Agreements for the period, January 1, 2010 through June 30, 2010 is \$1,703,244. The total consists of the estimated costs of \$311,000 for HDHS (which includes \$10,000 for mammography study rate increases), \$338,015 for MLK-MACC (which includes \$20,000 for mammography study rate increase); \$195,167 for OV-UCLA; \$834,062 for H-UCLA and \$25,000 for Rancho, increasing the total contract maximum obligation to \$4,434,879 for the entire 18 months term of the agreement. OV-UCLA and H-UCLA do not anticipate requesting mammography services through this Agreements.

During the period January 1, 2010 through June 30, 2010, the maximum amount of the 15 percent increase, if utilized, will not exceed \$255,486. Funding for both the maximum amount and any authorized increase is included in the Fiscal Year (FY) 2009-10 Final Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recruitment and retention of qualified physician radiologists continues to be an ongoing problem for most of the facilities in DHS. The Master Agreement approved by your Board on December 2, 2008 allows for the provision of as-needed radiology and teleradiology services which County employees, in-house staffing personnel and County re-employment list personnel are not available to perform particularly during peak workload periods and emergencies.

The Master Agreement was initiated with three contractors with a contract term effective January 1, 2009 through December 31, 2009. Two additional contractors were subsequently added under the Department's delegated authority bringing the total number of contractors to five. The existence of a contract did not guarantee any of the contractors a particular level of work.

During the initial term of this Master Agreement, LAC+USC did not need to utilize these contract services extensively and therefore has requested that their facility not be included in the six month extension.

An increase in the payment rates for screening mammography studies is requested because HDHS and MLK-MACC experienced a critical shortage of available physicians to perform on-site mammography studies. The contractors were able to provide the additional physicians necessary; however, concerns were expressed that the compensation rates per study were not comparable to the standard industry rates paid for these types of procedures. The rates for mammography screening in the Centers for Medicare and Medicaid Services published Physician Fee Schedules is \$35 and is considered a market rate for such services. Therefore, the Department is recommending that the rates in the Master Agreements should be increased from \$15 per screening study to \$35 per screening study to bring the rates paid by DHS in line with the current market compensation rates for mammography studies.

Under the termination provisions, the Master Agreement may be terminated immediately for breach or for convenience with a 30-day advance written notice by either party.

County Counsel has approved Exhibit I, as to use and form. The respective program office administration sections will continue to monitor these contractors performance to assure compliance with the terms and conditions of the Agreements.

#### **CONTRACTING PROCESS**

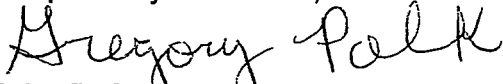
Not Applicable

The Honorable Board of Supervisors  
December 8, 2009  
Page 5

**IMPACT ON CURRENT SERVICES (OR PROJECT)**

Board approval of the recommendation will ensure the uninterrupted provision of critical physician radiology services to the patients served by DHS facilities.

Respectfully submitted,

  
For John F. Schunhoff, Ph.D.  
Interim Director

JFS:MS

Attachment

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

Teleradiology BL  
11-25-09 7:14 am

MASTER AGREEMENT FOR RADIOLOGY  
AND TELERADIOLOGY SERVICES

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between COUNTY OF LOS ANGELES (hereafter  
"County")

and ECHO TECH IMAGING, INC.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled  
"MASTER AGREEMENT FOR RADIOLOGY AND TELERADIOLOGY SERVICES  
AGREEMENT" dated July 1, 2009 and further identified as County  
Agreement Number H-704012, (hereafter referred to as  
"Agreement");

WHEREAS, it is the intent of the parties hereto to extend  
Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.
2. Paragraph 4.0, TERM OF MASTER AGREEMENT of the body of  
this Agreement shall be amended to read as follows:

"4. TERM OF MASTER AGREEMENT: The term of this Master Agreement is effective upon the date of its execution by the Director of Health Services or his designee as authorized by the Board of Supervisors, and shall continue in full force and effect to and including June 30, 2010, unless terminated sooner pursuant to the terms of this Agreement."

3. Paragraph 5.0, CONTRACT SUM, of the body of the Agreement shall be amended to read as follows:

"5.1. CONTRACT SUM:

The aggregate maximum obligation of County for all Professional Services provided hereunder, as well as all Professional Services under Master Agreements entered into with other contractors as part of the same solicitation shall not exceed Two Million Seven Hundred Thirty One Thousand, Six Hundred Thirty Five Dollars (\$2,731,635), for the period of January 1, 2009 through December 31, 2009.

For the period, January 1, 2010 through June 30, 2010, the aggregate maximum obligation for all Professional Services provided under this and all other Master Agreements entered into as part of the same solicitation shall not exceed One Million Seven Hundred Three Thousand, Two Hundred Forty Four Dollars, (\$1,703,244).

The Director may adjust the County's maximum obligation upwards or downwards during the term of the Agreement by no more than fifteen percent (15%). Any such adjustment to the maximum obligation shall be made in accordance with subparagraph 8.1.3. The maximum amount for the fifteen percent (15%) adjustment increase or decrease, if utilized during the extension of the contract term, shall not exceed Two Hundred Fifty Five Thousand, Four Hundred Eighty Six Dollars (\$255,486).

All billings by Contractor for Professional Services rendered pursuant to this Master Agreement shall be in accordance with the terms and conditions of 5.1.1, Billing and Payment, and 5.1.2., Compensation Rates and all the rates set forth in Exhibits B and B-1, Compensation Rates for Radiology and Teleradiology Services for Los Angeles County Facilities. Exhibit B details the rates for each type of procedure performed by Contractor between January 1, 2009 and December 31, 2009 and Exhibit B-1 details the rates for each type of procedure performed between January 1, 2010 and June 30, 2010."



4. Paragraph 9.9, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the Agreement as follows:

"9.9 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.9.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.9.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.10 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION  
PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.9 - Contractor's Warranty of Compliance with County's Defaulted Property Tax

Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 1. Services to be Provided, subsection C. Approved Service Sites, shall be amended to remove LAC+USC Healthcare Network, 1200 North State Street, Los Angeles, California 90033 as an approved service site.

6. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 2. Contractor Responsibilities, Section A. Professional Services, Section b. Reports for Onsite Radiology Services, Subsection 1. Stat Reports, shall be amended as follows;

"b. Reports for Onsite Radiology Services: Contractor shall prepare reports as follows:

1. Stat Reports: The report on all procedures annotated by each County Facility as "stat" priority shall be dictated by Contractor into the dictation system provided by each County Facility within ~~thirty~~ **sixty (60)** minutes of Contractor receiving the

image to enable the referring physician to access the report through the telephone or the Internet. All emergency room, Urgent Care Center, Med Walk In, Intensive Care Unit (ICU), Medical ICU, Surgical ICU, Pediatrics ICU, Neo-Natal ICU, Recovery Room and Operating Room services shall automatically receive a "stat" priority annotation."

7. Exhibit B-1, COMPREHENSIVE RATES FOR RADIOLOGY AND TELERADIOLOGY SERVICES FOR LOS ANGELES COUNTY FACILITIES, attached hereto shall be added to the Agreement.

8. Except for the changes set forth hereinabove, this Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D,  
Interim Director

ECHO TECH IMAGING, INC.  
Contractor

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

ks:11/06/09  
TEL/RAD.AMEND1CD.KS

## Exhibit B-1

### Compensation Rates Radiology-Teleradiology Services for Services Performed on or after January 1, 2010

Location of Service ►		OFF-SITE (Via Teleradiology)		INHOUSE (Onsite Coverage)		
Hours of Service ►		OFF-DUTY HOURS	WORKING HOURS	WORKING HOURS	OFF-DUTY HOURS	
Type of Service ►	Preliminary Reports	Final Interpretations and dictations	Final Interpretations and dictations	Final Interpretations and dictations	Imaging-guided invasive procedures (incl. Angiography) & final interpretations	
Computed Tomography (CT)	\$40/study	\$45/study	\$45/study	\$45/study		
Ultrasound	\$35/study	\$40/study	\$35/study	\$40/study		
Magnetic resonance Imaging (MRI)	\$45/study	\$50/study	\$45/study	\$50/study		
Fluoroscopy procedures	NA	NA	NA	NA		
Nuclear medicine	\$35/study	\$40/study	\$35/study	\$40/study	NA	NA
Radiography	\$15/study	\$15/study	\$15/study	\$15/study	NA	NA
Screening mammograms	NA	NA	NA	<b>\$35/Study</b>	NA	NA
Diagnostic mammograms	NA	NA	NA	\$40/study	NA	NA

\* Vendor provides their own malpractice insurance

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: _____ Title: _____	
Signature: _____ Date: _____	

Date: \_\_\_\_\_

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.  
2.206.020 Definitions.  
2.206.030 Applicability.  
2.206.040 Required solicitation and contract language.  
2.206.050 Administration and compliance certification.  
2.206.060 Exclusions/Exemptions.  
2.206.070 Enforcement and remedies.  
2.206.080 Severability.

### 2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### 2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and Compliance Certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;



## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

MASTER AGREEMENT FOR RADIOLOGY  
AND TELERADIOLOGY SERVICES

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between COUNTY OF LOS ANGELES (hereafter  
"County")

and U.S. RADIOLOGY ON-CALL (USROC)  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled  
"MASTER AGREEMENT FOR RADIOLOGY AND TELERADIOLOGY SERVICES  
AGREEMENT" dated January 1, 2009 and further identified as County  
Agreement Number H-703791, (hereafter referred to as  
"Agreement");

WHEREAS, it is the intent of the parties hereto to extend  
Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.
2. Paragraph 4.0, TERM OF MASTER AGREEMENT of the body of  
this Agreement shall be amended to read as follows:

"1. TERM OF MASTER AGREEMENT: The term of this Master Agreement is effective upon the date of its execution by the Director of Health Services or his designee as authorized by the Board of Supervisors, and shall continue in full force and effect to and including June 30, 2010, unless terminated sooner pursuant to the terms of this Agreement."

3. Paragraph 5.0, CONTRACT SUM, of the body of the Agreement shall be amended to read as follows:

"5.1. CONTRACT SUM:

The aggregate maximum obligation of County for all Professional Services provided hereunder, as well as all Professional Services under Master Agreements entered into with other contractors as part of the same solicitation shall not exceed Two Million Seven Hundred Thirty One Thousand, Six Hundred Thirty Five Dollars (\$2,731,635), for the period of January 1, 2009 through December 31, 2009.

For the period, January 1, 2010 through June 30, 2010, the aggregate maximum obligation for all Professional Services provided under this and all other Master Agreements entered into as part of the same solicitation shall not exceed One Million Seven Hundred Three Thousand, Two Hundred Forty Four Dollars, (\$1,703,244).

The Director may adjust the County's maximum obligation upwards or downwards during the term of the Agreement by no more than fifteen percent (15%). Any such adjustment to the maximum obligation shall be made in accordance with subparagraph 8.1.3. The maximum amount for the fifteen percent (15%) adjustment increase or decrease, if utilized during the extension of the contract term, shall not exceed Two Hundred Fifty Five Thousand, Four Hundred Eighty Six Dollars (\$255,486).

All billings by Contractor for Professional Services rendered pursuant to this Master Agreement shall be in accordance with the terms and conditions of 5.1.1, Billing and Payment, and 5.1.2., Compensation Rates and all the rates set forth in Exhibits B and B-1, Compensation Rates for Radiology and Teleradiology Services for Los Angeles County Facilities. Exhibit B details the rates for each type of procedure performed by Contractor between January 1, 2009 and December 31, 2009 and Exhibit B-1 details the rates for each type of procedure performed between January 1, 2010 and June 30, 2010."

4. Paragraph 9.9, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the Agreement as follows:

"9.9 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.9.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.9.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.10 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.9 - Contractor's Warranty of Compliance with County's Defaulted Property Tax

Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 1. Services to be Provided, subsection C. Approved Service Sites, shall be amended to remove LAC+USC Healthcare Network, 1200 North State Street, Los Angeles, California 90033 as an approved service site.

6. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 2. Contractor Responsibilities, Section A. Professional Services, Section b. Reports for Onsite Radiology Services, Subsection 1. Stat Reports, shall be amended as follows;

"b. Reports for Onsite Radiology Services: Contractor shall prepare reports as follows:

1. Stat Reports: The report on all procedures annotated by each County Facility as "stat" priority shall be dictated by Contractor into the dictation system provided by each County Facility within ~~thirty~~ ~~(30)~~ **sixty (60)** minutes of Contractor receiving the

image to enable the referring physician to access the report through the telephone or the Internet. All emergency room, Urgent Care Center, Med Walk In, Intensive Care Unit (ICU), Medical ICU, Surgical ICU, Pediatrics ICU, Neo-Natal ICU, Recovery Room and Operating Room services shall automatically receive a "stat" priority annotation."

7. Exhibit B-1, COMPREHENSIVE RATES FOR RADIOLOGY AND TELERADIOLOGY SERVICES FOR LOS ANGELES COUNTY FACILITIES, attached hereto shall be added to the Agreement.

8. Except for the changes set forth hereinabove, this Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D,  
Interim Director

U.S. RADIOLOGY ON-CALL (USROC), INC.  
Contractor

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

ks:11/10/09  
TEL/RAD.AMEND1CD.KS



## Exhibit B-1

### Compensation Rates Radiology-Teleradiology Services for Services Performed on or after January 1, 2010

Location of Service ►		OFF-SITE (Via Teleradiology)		INHOUSE (Onsite Coverage)		
Hours of Service ►		OFF-DUTY HOURS	WORKING HOURS	WORKING HOURS	OFF-DUTY HOURS	
Type of Service ►	Preliminary Reports	Final Interpretations and dictations	Final Interpretations and dictations	Final Interpretations and dictations	Imaging-guided invasive procedures (incl. Angiography) & final interpretations	
Computed Tomography (CT)	\$40/study	\$45/study	\$45/study	\$45/study		
Ultrasound	\$35/study	\$40/study	\$35/study	\$40/study		
Magnetic resonance Imaging (MRI)	\$45/study	\$50/study	\$45/study	\$50/study		
Fluoroscopy procedures	NA	NA	NA	NA		
Nuclear medicine	\$35/study	\$40/study	\$35/study	\$40/study	NA	NA
Radiography	\$15/study	\$15/study	\$15/study	\$15/study	NA	NA
Screening mammograms	NA	NA	NA	<b>\$35/Study</b>	NA	NA
Diagnostic mammograms	NA	NA	NA	\$40/study	NA	NA

\* Vendor provides their own malpractice insurance

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: _____	Title: _____
Signature: _____	Date: _____

Date: \_\_\_\_\_

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.  
2.206.020 Definitions.  
2.206.030 Applicability.  
2.206.040 Required solicitation and contract language.  
2.206.050 Administration and compliance certification.  
2.206.060 Exclusions/Exemptions.  
2.206.070 Enforcement and remedies.  
2.206.080 Severability.

### 2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### 2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and Compliance Certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

MASTER AGREEMENT FOR RADIOLOGY  
FOR TELERADIOLOGY SERVICES

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between COUNTY OF LOS ANGELES (hereafter  
"County")

and STAFF CARE, INC.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled  
"MASTER AGREEMENT FOR RADIOLOGY AND TELERADIOLOGY SERVICES  
AGREEMENT" dated January 1, 2009 and further identified as County  
Agreement Number H-703692, (hereafter referred to as  
"Agreement");

WHEREAS, it is the intent of the parties hereto to extend  
Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.
2. Paragraph 4.0, TERM OF MASTER AGREEMENT of the body of  
this Agreement shall be amended to read as follows:

"1. TERM OF MASTER AGREEMENT: The term of this Master Agreement is effective upon the date of its execution by the Director of Health Services or his designee as authorized by the Board of Supervisors, and shall continue in full force and effect to and including June 30, 2010, unless terminated sooner pursuant to the terms of this Agreement."

3. Paragraph 5.0, CONTRACT SUM, of the body of the Agreement shall be amended to read as follows:

"5.1. CONTRACT SUM:

The aggregate maximum obligation of County for all Professional Services provided hereunder, as well as all Professional Services under Master Agreements entered into with other contractors as part of the same solicitation shall not exceed Two Million Seven Hundred Thirty One Thousand, Six Hundred Thirty Five Dollars (\$2,731,635), for the period of January 1, 2009 through December 31, 2009.

For the period, January 1, 2010 through June 30, 2010, the aggregate maximum obligation for all Professional Services provided under this and all other Master Agreements entered into as part of the same solicitation shall not exceed One Million Seven Hundred Three Thousand, Two Hundred Forty Four Dollars, (\$1,703,244).

The Director may adjust the County's maximum obligation upwards or downwards during the term of the Agreement by no more than fifteen percent (15%). Any such adjustment to the maximum obligation shall be made in accordance with subparagraph 8.1.3. The maximum amount for the fifteen percent (15%) adjustment increase or decrease, if utilized during the extension of the contract term, shall not exceed Two Hundred Fifty Five Thousand, Four Hundred Eighty Six Dollars (\$255,486).

All billings by Contractor for Professional Services rendered pursuant to this Master Agreement shall be in accordance with the terms and conditions of 5.1.1, Billing and Payment, and 5.1.2., Compensation Rates and all the rates set forth in Exhibits B and B-1, Compensation Rates for Radiology and Teleradiology Services for Los Angeles County Facilities. Exhibit B details the rates for each type of procedure performed by Contractor between January 1, 2009 and December 31, 2009 and Exhibit B-1 details the rates for each type of procedure performed between January 1, 2010 and June 30, 2010."



4. Paragraph 9.9, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the Agreement as follows:

"9.9 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.9.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.9.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.10 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION  
PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.9 - Contractor's Warranty of Compliance with County's Defaulted Property Tax

Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 1. Services to be Provided, subsection C. Approved Service Sites, shall be amended to remove LAC+USC Healthcare Network, 1200 North State Street, Los Angeles, California 90033 as an approved service site.

6. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 2. Contractor Responsibilities, Section A. Professional Services, Section b. Reports for Onsite Radiology Services, Subsection 1. Stat Reports, shall be amended as follows;

"b. Reports for Onsite Radiology Services: Contractor shall prepare reports as follows:

1. Stat Reports: The report on all procedures annotated by each County Facility as "stat" priority shall be dictated by Contractor into the dictation system provided by each County Facility within ~~thirty~~ ~~(30)~~ **sixty (60)** minutes of Contractor receiving the

image to enable the referring physician to access the report through the telephone or the Internet. All emergency room, Urgent Care Center, Med Walk In, Intensive Care Unit (ICU), Medical ICU, Surgical ICU, Pediatrics ICU, Neo-Natal ICU, Recovery Room and Operating Room services shall automatically receive a "stat" priority annotation."

7. Exhibit B-1, COMPREHENSIVE RATES FOR RADIOLOGY AND TELERADIOLOGY SERVICES FOR LOS ANGELES COUNTY FACILITIES, attached hereto shall be added to the Agreement.

8. Except for the changes set forth hereinabove, this Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D,  
Interim Director

STAFF CARE, INC.  
Contractor

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

ks:11/06/09  
TEL/RAD.AMEND1CD.KS

## Exhibit B-1

### Compensation Rates Radiology-Teleradiology Services for Services Performed on or after January 1, 2010

Location of Service ►		OFF-SITE (Via Teleradiology)		INHOUSE (Onsite Coverage)		
Hours of Service ►		OFF-DUTY HOURS	WORKING HOURS	WORKING HOURS	OFF-DUTY HOURS	
Type of Service ►	Preliminary Reports	Final Interpretations and dictations	Final Interpretations and dictations	Final Interpretations and dictations	Imaging-guided invasive procedures (incl. Angiography) & final interpretations	
Computed Tomography (CT)	\$40/study	\$45/study	\$45/study	\$45/study		
Ultrasound	\$35/study	\$40/study	\$35/study	\$40/study		
Magnetic resonance Imaging (MRI)	\$45/study	\$50/study	\$45/study	\$50/study		
Fluoroscopy procedures	NA	NA	NA	NA		
Nuclear medicine	\$35/study	\$40/study	\$35/study	\$40/study	NA	NA
Radiography	\$15/study	\$15/study	\$15/study	\$15/study	NA	NA
Screening mammograms	NA	NA	NA	<b>\$35/Study</b>	NA	NA
Diagnostic mammograms	NA	NA	NA	\$40/study	NA	NA

\* Vendor provides their own malpractice insurance

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: _____	Title: _____
Signature: _____	Date: _____

Date: \_\_\_\_\_

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.  
2.206.020 Definitions.  
2.206.030 Applicability.  
2.206.040 Required solicitation and contract language.  
2.206.050 Administration and compliance certification.  
2.206.060 Exclusions/Exemptions.  
2.206.070 Enforcement and remedies.  
2.206.080 Severability.

### 2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### 2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and Compliance Certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;



## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

MASTER AGREEMENT FOR RADIOLOGY  
AND TELERADIOLOGY SERVICES

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between COUNTY OF LOS ANGELES (hereafter  
"County")

and NEXXRAD TELERADIOLOGY PARTNERS, INC.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled  
"MASTER AGREEMENT FOR RADIOLOGY AND TELERADIOLOGY SERVICES  
AGREEMENT" dated February 1, 2009 and further identified as  
County Agreement Number H-703703, (hereafter referred to as  
"Agreement");

WHEREAS, it is the intent of the parties hereto to extend  
Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.
2. Paragraph 4.0, TERM OF MASTER AGREEMENT of the body of  
this Agreement shall be amended to read as follows:

"4. TERM OF MASTER AGREEMENT: The term of this Master Agreement is effective upon the date of its execution by the Director of Health Services or his designee as authorized by the Board of Supervisors, and shall continue in full force and effect to and including June 30, 2010, unless terminated sooner pursuant to the terms of this Agreement."

3. Paragraph 5.0, CONTRACT SUM, of the body of the Agreement shall be amended to read as follows:

"5.1. CONTRACT SUM:

The aggregate maximum obligation of County for all Professional Services provided hereunder, as well as all Professional Services under Master Agreements entered into with other contractors as part of the same solicitation shall not exceed Two Million Seven Hundred Thirty One Thousand, Six Hundred Thirty Five Dollars (\$2,731,635), for the period of January 1, 2009 through December 31, 2009.

For the period, January 1, 2010 through June 30, 2010, the aggregate maximum obligation for all Professional Services provided under this and all other Master Agreements entered into as part of the same solicitation shall not exceed One Million Seven Hundred Three Thousand, Two Hundred Forty Four Dollars, (\$1,703,244).

The Director may adjust the County's maximum obligation upwards or downwards during the term of the Agreement by no more than fifteen percent (15%). Any such adjustment to the maximum obligation shall be made in accordance with subparagraph 8.1.3. The maximum amount for the fifteen percent (15%) adjustment increase or decrease, if utilized during the extension of the contract term, shall not exceed Two Hundred Fifty Five Thousand, Four Hundred Eighty Six Dollars (\$255,486).

All billings by Contractor for Professional Services rendered pursuant to this Master Agreement shall be in accordance with the terms and conditions of 5.1.1, Billing and Payment, and 5.1.2., Compensation Rates and all the rates set forth in Exhibits B and B-1, Compensation Rates for Radiology and Teleradiology Services for Los Angeles County Facilities. Exhibit B details the rates for each type of procedure performed by Contractor between January 1, 2009 and December 31, 2009 and Exhibit B-1 details the rates for each type of procedure performed between January 1, 2010 and June 30, 2010."

4. Paragraph 9.9, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the Agreement as follows:

"9.9 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.9.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.9.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.10 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.9 - Contractor's Warranty of Compliance with County's Defaulted Property Tax

Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 1. Services to be Provided, subsection C. Approved Service Sites, shall be amended to remove LAC+USC Healthcare Network, 1200 North State Street, Los Angeles, California 90033 as an approved service site.

6. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 2. Contractor Responsibilities, Section A. Professional Services, Section b. Reports for Onsite Radiology Services, Subsection 1. Stat Reports, shall be amended as follows;

"b. Reports for Onsite Radiology Services: Contractor shall prepare reports as follows:

1. Stat Reports: The report on all procedures annotated by each County Facility as "stat" priority shall be dictated by Contractor into the dictation system provided by each County Facility within ~~thirty~~ ~~(30)~~ **sixty (60)** minutes of Contractor receiving the

image to enable the referring physician to access the report through the telephone or the Internet. All emergency room, Urgent Care Center, Med Walk In, Intensive Care Unit (ICU), Medical ICU, Surgical ICU, Pediatrics ICU, Neo-Natal ICU, Recovery Room and Operating Room services shall automatically receive a "stat" priority annotation."

7. Exhibit B-1, COMPREHENSIVE RATES FOR RADIOLOGY AND TELERADIOLOGY SERVICES FOR LOS ANGELES COUNTY FACILITIES, attached hereto shall be added to the Agreement.

8. Except for the changes set forth hereinabove, this Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D,  
Interim Director

NEXXRAD TELERADIOLOGY PARTNERS, INC.  
Contractor

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

ks:11/12/09  
TEL/RAD.AMEND1CD.KS



## Exhibit B-1

### Compensation Rates Radiology-Teleradiology Services for Services Performed on or after January 1, 2010

Location of Service ►		OFF-SITE (Via Teleradiology)		INHOUSE (Onsite Coverage)		
Hours of Service ►		OFF-DUTY HOURS		WORKING HOURS		OFF-DUTY HOURS
Type of Service ►	Preliminary Reports	Final Interpretations and dictations	Final Interpretations and dictations	Final Interpretations and dictations	Imaging-guided invasive procedures (incl. Angiography) & final interpretations	
Computed Tomography (CT)	\$40/study	\$45/study	\$45/study	\$45/study		
Ultrasound	\$35/study	\$40/study	\$35/study	\$40/study		
Magnetic resonance Imaging (MRI)	\$45/study	\$50/study	\$45/study	\$50/study		
Fluoroscopy procedures	NA	NA	NA	NA		
Nuclear medicine	\$35/study	\$40/study	\$35/study	\$40/study	NA	NA
Radiography	\$15/study	\$15/study	\$15/study	\$15/study	NA	NA
Screening mammograms	NA	NA	NA	<b>\$35/Study</b>	NA	NA
Diagnostic mammograms	NA	NA	NA	\$40/study	NA	NA

\* Vendor provides their own malpractice insurance

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: _____	Title: _____
Signature: _____	Date: _____

Date: \_\_\_\_\_

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.

2.206.020 Definitions.

2.206.030 Applicability.

2.206.040 Required solicitation and contract language.

2.206.050 Administration and compliance certification.

2.206.060 Exclusions/Exemptions.

2.206.070 Enforcement and remedies.

2.206.080 Severability.

### 2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### 2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and Compliance Certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

MASTER AGREEMENT FOR RADIOLOGY  
AND TELERADIOLOGY SERVICES

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010,

by and between COUNTY OF LOS ANGELES (hereafter  
"County")

and FORTINO CASTANEDA, M.D., INC.  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled  
"MASTER AGREEMENT FOR RADIOLOGY AND TELERADIOLOGY SERVICES  
AGREEMENT" dated January 1, 2009 and further identified as County  
Agreement Number H-703690, (hereafter referred to as  
"Agreement");

WHEREAS, it is the intent of the parties hereto to extend  
Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written Amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective January 1, 2010.
2. Paragraph 4.0, TERM OF MASTER AGREEMENT of the body of  
this Agreement shall be amended to read as follows:

"4. TERM OF MASTER AGREEMENT: The term of this Master Agreement is effective upon the date of its execution by the Director of Health Services or his designee as authorized by the Board of Supervisors, and shall continue in full force and effect to and including June 30, 2010, unless terminated sooner pursuant to the terms of this Agreement."

3. Paragraph 5.0, CONTRACT SUM, of the body of the Agreement shall be amended to read as follows:

"5.1. CONTRACT SUM:

The aggregate maximum obligation of County for all Professional Services provided hereunder, as well as all Professional Services under Master Agreements entered into with other contractors as part of the same solicitation shall not exceed Two Million Seven Hundred Thirty One Thousand, Six Hundred Thirty Five Dollars (\$2,731,635), for the period of January 1, 2009 through December 31, 2009.

For the period, January 1, 2010 through June 30, 2010, the aggregate maximum obligation for all Professional Services provided under this and all other Master Agreements entered into as part of the same solicitation shall not exceed One Million Seven Hundred Three Thousand, Two Hundred Forty Four Dollars, (\$1,703,244).

The Director may adjust the County's maximum obligation upwards or downwards during the term of the Agreement by no more than fifteen percent (15%). Any such adjustment to the maximum obligation shall be made in accordance with subparagraph 8.1.3. The maximum amount for the fifteen percent (15%) adjustment increase or decrease, if utilized during the extension of the contract term, shall not exceed Two Hundred Fifty Five Thousand, Four Hundred Eighty Six Dollars (\$255,486).

All billings by Contractor for Professional Services rendered pursuant to this Master Agreement shall be in accordance with the terms and conditions of 5.1.1, Billing and Payment, and 5.1.2., Compensation Rates and all the rates set forth in Exhibits B and B-1, Compensation Rates for Radiology and Teleradiology Services for Los Angeles County Facilities. Exhibit B details the rates for each type of procedure performed by Contractor between January 1, 2009 and December 31, 2009 and Exhibit B-1 details the rates for each type of procedure performed between January 1, 2010 and June 30, 2010."



4. Paragraph 9.9, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the Agreement as follows:

"9.9 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.9.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.9.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.10 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION  
PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.9 - Contractor's Warranty of Compliance with County's Defaulted Property Tax

Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 1. Services to be Provided, subsection C. Approved Service Sites, shall be amended to remove LAC+USC Healthcare Network, 1200 North State Street, Los Angeles, California 90033 as an approved service site.

6. Exhibit A, STATEMENT OF WORK FOR RADIOLOGY AND TELERADIOLOGY SERVICES, Section 2. Contractor Responsibilities, Section A. Professional Services, Section b. Reports for Onsite Radiology Services, Subsection 1. Stat Reports, shall be amended as follows;

"b. Reports for Onsite Radiology Services: Contractor shall prepare reports as follows:

1. Stat Reports: The report on all procedures annotated by each County Facility as "stat" priority shall be dictated by Contractor into the dictation system provided by each County Facility within ~~thirty~~ ~~(30)~~ **sixty (60)** minutes of Contractor receiving the

image to enable the referring physician to access the report through the telephone or the Internet. All emergency room, Urgent Care Center, Med Walk In, Intensive Care Unit (ICU), Medical ICU, Surgical ICU, Pediatrics ICU, Neo-Natal ICU, Recovery Room and Operating Room services shall automatically receive a "stat" priority annotation."

7. Exhibit B-1, COMPREHENSIVE RATES FOR RADIOLOGY AND TELERADIOLOGY SERVICES FOR LOS ANGELES COUNTY FACILITIES, attached hereto shall be added to the Agreement.

8. Except for the changes set forth hereinabove, this Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D,  
Interim Director

FORTINO CASTANEDA, M.D., INC.  
Contractor

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

ks:11/10/09  
TEL/RAD.AMEND1CD.KS

## Exhibit B-1

### Compensation Rates Radiology-Teleradiology Services for Services Performed on or after January 1, 2010

Location of Service ►		OFF-SITE (Via Teleradiology)		INHOUSE (Onsite Coverage)		
Hours of Service ►		OFF-DUTY HOURS	WORKING HOURS	WORKING HOURS	OFF-DUTY HOURS	
Type of Service ►	Preliminary Reports	Final Interpretations and dictations	Final Interpretations and dictations	Final Interpretations and dictations	Imaging-guided invasive procedures (incl. Angiography) & final interpretations	
Computed Tomography (CT)	\$40/study	\$45/study	\$45/study	\$45/study		
Ultrasound	\$35/study	\$40/study	\$35/study	\$40/study		
Magnetic resonance Imaging (MRI)	\$45/study	\$50/study	\$45/study	\$50/study		
Fluoroscopy procedures	NA	NA	NA	NA		
Nuclear medicine	\$35/study	\$40/study	\$35/study	\$40/study	NA	NA
Radiography	\$15/study	\$15/study	\$15/study	\$15/study	NA	NA
Screening mammograms	NA	NA	NA	<b>\$35/Study</b>	NA	NA
Diagnostic mammograms	NA	NA	NA	\$40/study	NA	NA

\* Vendor provides their own malpractice insurance

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: _____	Title: _____
Signature: _____	Date: _____

Date: \_\_\_\_\_

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.  
2.206.020 Definitions.  
2.206.030 Applicability.  
2.206.040 Required solicitation and contract language.  
2.206.050 Administration and compliance certification.  
2.206.060 Exclusions/Exemptions.  
2.206.070 Enforcement and remedies.  
2.206.080 Severability.

### 2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

### 2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.050 Administration and Compliance Certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;



## Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

### 2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)